406; *Kelley* v. *Case,* 18 Hun 472. Such a contract can be made as to property acquired by gift, grant, devise, inheritance or otherwise. *McLure* v. *Lancaster,* 24 S. C. 273.

INJUNCTION—SCOPE OF INJUNCTION RESTRAINING OPERATION OF FURNACE.—Complainants secured an injunction perpetually restraining defendants from so operating their furnaces as to cause the injuries described in the bill, viz., emitting ore dust, which destroyed trees and shrubberies, drove tenants from their houses, and practically confiscated their whole property. Defendants continued to operate their furnaces, trying all possible means to prevent the injuries complained of. The dust still escaped to a certain extent. Complainants now petition that the directors and officers of the defendant corporation be adjudged in contempt of court and that attachment be issued against them for failure to comply with the terms of the enjoining decree. *Held,* that the petition be refused. *Sullivan et ux.* v. *Jones & Laughlin Steel Co. et al.* (1908), — Pa. —, 70 Atl. 775.

MESTREZAT, J., in dissenting, said: "As the defendants are still causing their furnaces to be operated so as * * * to be emitted from them clouds of ore dust, * * * causing substantially the same kind of injury, though not as great in extent, they have been guilty of refusing to obey the decree of the court." The court refused to grant the petition because the acts complained of were not clearly within the inhibition of the injunction, saying no injunction would have issued had there been no other injuries than the ones objected to in the petition. The following cases accord in principle: *Celluloid Co.* v. *Collar & Cuff Co.,* 24 Fed. 585; *Woodruff* v. *Gravel Co. et al.,* 45 Fed. 129; *Verplank* v. *Hall,* 21 Mich. 470; *Porous Plaster Co.* v. *Seabury et al.,* 1 N. Y. Supp. 134. The majority opinion is most practical. The acts enjoined were such as brought exceptional injuries to complainants. These had ceased. The damage objected to in the petition was such as must come to all who choose to live in a manufacturing centre.

INSURANCE—EXCEPTED RISK—AUTOMOBILE INSURANCE.—An automobile was insured against fire by a policy containing the following exception: "This policy does not cover loss or damage caused by fire originating within the vehicle." The machine was accidentally run into a ditch of water in such a manner that one of its head lamps was just above the surface of the water. Gasoline leaked from the machine, and, spreading over the surface of the water, was ignited by the lamp and the machine destroyed by the fire that ensued. In an action on the policy, *held,* that the loss was within the excepted risk. *Preston* v. *Aetna Ins. Co.* (1908), — N. Y. —, 85 N. E. 1006.

When the terms of an insurance policy are so ambiguous that reasonably intelligent men are unable to agree as to their construction, there is a uniform rule of the law that they will be construed in favor of the insured. *Hoffman et al.* v. *Aetna Ins. Co.,* 32 N. Y. 405; *Wells, Fargo & Co.* v. *Insurance Co.,* 44 Cal. 397; *Kennedy* v. *Agricultural Insurance Co.,*

— S. D. —, 110 N. W. 116; *Continental Ins. Co.* v. *Vanlue*, 126 Ind. 410. The most potent reason for this rule seems to be the fact that the terms of the policy are the insurer's own and should be construed most strongly against him. The majority in the principal case recognize this rule, but rely on the proposition that where the terms of a policy are clear and unambiguous they are to be taken in their "plain, ordinary and proper sense." They conclude that, because of the inherently dangerous nature of gasoline, the term "within the vehicle," was used by the parties in antithesis to "extrinsic" or "without," and not as a synonym of "interior." It cannot be denied that the fire originated within the vehicle in that sense of the word. The dissenting opinion admits the rule to be as stated by the majority, and, indeed, there is no question but that this is the law. *Ripley* v. *Ins. Co.*, 83 U. S. 336; *Hartford Ins. Co.* v. *Trust Co.*, 127 Ill. App. 355; *Western Woolen Mill Co.* v. *Northern Assur. Co.*, 139 Fed. 637. But the dissenters contend that the fact that the referee was reversed by a divided supreme court, which in turn is now reversed by a divided court of appeals, is sufficient evidence of such ambiguity to necessitate the application of the rule first above mentioned. There is considerable force in this argument, but it is certain that it is not a possible ambiguity that will be resolved against the insurer as a matter of course. In *Western Woolen Mill* v. *Northern Assur. Co.*, supra, wool was insured against direct loss or damage by fire. It was destroyed by spontaneous combustion by reason of having been wet. In giving the word "fire," its "ordinary and popular signification," the court held that it did not apply to slow oxidation without flame or glow. In *Ripley* v. *Ins. Co.*, supra, the insurance was against accident while traveling by "public or private conveyance." The insured was injured while walking home after his journey. His counsel relied on St. John, v:13, "the Saviour conveyed himself away," and on other extracts from literature in support of their contention that foot travel was "by private conveyance." The court, it is needless to remark, held otherwise. While the court in the principal case possibly exercised rather remarkable perception in discovering the plain and clear intent of the parties, yet its refusal to search in an unseemly manner for ambiguities to be resolved against the insured is to be commended. The intent of the parties should be given effect.

JUDGMENT—EXTERRITORIAL EFFECT OF JUDGMENT OF DIVORCE.—A man and wife were domiciled in Georgia; the husband removed to Kansas, and after several years had elapsed brought suit there for divorce; notice of the suit was by publication, and a copy of the same was mailed to the wife at her address in Georgia, but no appearance was entered in her behalf, and the husband was granted a divorce. After his remarriage he returned to Georgia, where his former wife sued him to recover alimony. Personal service was had and the defendant appeared and pleaded the Kansas judgment of divorce. *Held*, that the Kansas judgment is not entitled to obligatory enforcement in Georgia; that, however, it will be enforced through comity. *Joyner* v. *Joyner* (1908), — Ga. —, 62 S. E. 182.